

UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT

FILED
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2023 Aug 15 PM 01:39
U.S. DISTRICT COURT
N.D. OF ALABAMA

PLAINTIFF: BRIONA HUBBARD

VS

DEFENDANT: TRUSSVILLE
GAS AND WATER

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2023 AUG 15 P 12:38
U.S. DISTRICT COURT
N.D. OF ALABAMA

COMPLAINT FOR PERMANENT INJUNCTION AND EQUITABLE SUBROGATION RELIEF.

BRIONA HUBBARD brings forth this complain to file for permanent injunction and equitable relief and alleges as follows:

This is a civil action brought by BRIONA HUBBARD to enjoin defendant TRUSSVILLE GAS AND WATER doing business as UTILITY BOARD OF TRUSSVILLE from

- a. Fraudulently accepting payments due to the UNITED STATES as stated in 18 USC 8
- b. Refusal to comply with their fiduciary duties as stated in USC 29 1109
- c. Providing false and deceptive forms as stated in USC 15 1692j
- d. Restriction of service due to defendants refusal to accept negotiable instruments for payment.

I. JURISDICTION AND VENUE

1. This court has jurisdiction to hear this legal matter pursuant to USC 28 1331 and 26 U.S.C. § 7402.

II. PARTIES

2. Plaintiff BRIONA HUBBARD is a corporation in the United State's who's principle place of business is located at 806 Shelton St. Birmingham Alabama [35215]
3. Defendant is a corporation who is doing business as UTILITY BOARD OF TRUSSVILLE who's principle place of business is located at 127 Main Street Trussville, Alabama 35173.
4. All of the acts and/or failures to act alleged herein were duly performed by and/or are attributable to defendants, individually or acting by and through their agents and employees. Said acts and/or failures to act were within the scope of any agency or employment, or were ratified by defendants.

III. FACTS

5. Plaintiff is the authorized agent and surety of corporation BRIONA HUBBARD
6. Defendant is a Utility provider in the state of Alabama.
7. Defendant has committed fraud by accepting payments due to the United States as stated in 18 USC 8 which states all "Bills" are obligations to the United States.
8. Defendant breached contract by not meeting the standards provided in contract.

9. Defendant refused to accept negotiable instrument for payment and violated federal code USC 3-306.
10. Defendant continued to proceed with disconnection of service after being informed on recorded home surveillance system.
11. Defendant was delivered federal statute laws by certified mail on May 15, 2023
12. Defendant contractually accepted several contracts upon signing certified mail receipt.
13. Defendant refused to provide a "True Bill" when requested.
14. Defendant states they've violated no federal law.
15. Defendant is suffering from emotional distress because of negligence and embarrassment caused by defendant.
16. Fraud defined by federal statute USC 18 1341 states Whoever, having devised or intending to devise any scheme or artifice to defraud, or for obtaining money or property by means of false or fraudulent pretenses, representations, or promises, or to sell, dispose of, loan, exchange, alter, give away, distribute, supply, or furnish or procure for unlawful use any counterfeit or spurious coin, obligation, security, or other article, or anything represented to be or intimated or held out to be such counterfeit or spurious article, for the purpose of executing such scheme or artifice or attempting so to do, places in any post office or authorized depository for mail matter, any matter or thing whatever to be sent or delivered by the Postal Service, or deposits or causes to be deposited any matter or thing whatever to be sent or delivered by any private or commercial interstate carrier, or takes or receives therefrom, any such matter or thing, or knowingly causes to be delivered by mail or such carrier according to the direction thereon, or at the place at which it is directed to be delivered by the person to whom it is addressed, any such matter or thing, shall be fined under this title or imprisoned not more than 20 years, or both.
17. Defendant issued several disconnect notices to plaintiff which caused anxiety and emotional distress.
18. Defendant issued deceptive billing statements with the intent to obtain money from plaintiff.
19. Defendant was made aware that a lawsuit would be filed by certified mail.

IV. HARM TO BRIONA HUBBARD

20. Defendant caused financial hardship by demand of payments due to the United States which caused plaintiff to not be able to cover other legal matters.
21. Plaintiff suffered emotionally having to make payments to defendant to avoid living in domicile without hot water and heat.
22. Plaintiff was forced to make payments as there was no other way or other company to receive gas from.
23. Defendant intentionally cause harm by not being familiar with federal laws which caused several types of injury to plaintiff.
24. Defendant caused plaintiff to lose weight and confidence because of restriction of service by defendant.
25. Defendant was made aware of their violations through email.
26. Defendant is responsible for repayment of all payments made by plaintiff.
27. Plaintiff is due equitable subrogation because plaintiff paid debt due to another.

V. COUNT I: INJUNCTION UNDER

28. BRIONA HUBBARD incorporates by reference the allegations contained in paragraphs 1 through 27 above.
29. USC code 7 13 a 1 authorizes this court to enjoin a corporation from, among other things,
 - a. Fraudulently accepting payments due to another

- b. Refusal of negotiable instruments required for acceptance.
- c. Causing Intentional harm

30. Defendant engaged in fraudulent conduct subject to 18 USC 8 by collecting payments due to the United States.

31. Defendant engaged in deceptive business practice subject to FTC act 15 USC 57 (b) by violation to adhere to cease and desist letter and notice of their violations which substantially caused financial hardship and severe depression to plaintiff.

32. On Friday July 14, 2023 defendant caused plaintiff severe anxiety and loss of wages due to the disconnection of gas.

33. Defendant was made aware of being recorded on Friday July 14, 2023.

34. As a result of defendant's breach, plaintiff has lost wages which will be proven at trial.

VI. CLAIMS FOR RELIEF

A. Breach Of Contract

35. Plaintiff and defendant entered into a valid and existing contract set forth above.

36. Defendant breached contracts as set forth above.

B. Equitable Subrogation

37. Plaintiff paid debt that is due to another by federal law 33 USC 2715 plaintiff is entitled to equitable subrogation.

C. Permanent Injunction

38. Defendant is causing harm such as financial hardship and emotional distress by demanding payments.

39. Monetary compensation will not prevent harm caused by defendant because defendant will continue to restrict service putting plaintiff at safety risk by not having hot water.

D. Punitive Damages

40. Defendant is responsible for injury to plaintiff and should be punished to the maximum penalty allowed by law for intentional harm to plaintiff.

41. Defendant was intentionally negligent by continuing to violate Plaintiff's right after being put on notice which will be provided for proof at trial.

VII. PRAYER FOR RELIEF

42. WHEREFORE, Plaintiff asks for the following relief:

1. For general damages for past, present, and future pain and suffering, and other damages in excess of \$15,000;

2. Equitable subrogation for all past, present, and future pain and suffering and other damages in excess of \$15,000

3. a. Permanent Injunction as proof has been provided that payments in fact aren't due to defendant which is proof that restriction of service is in fact an error and negligence.

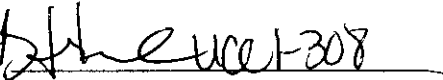
B. Permanent injunction to prevent further injury to plaintiffs such as financial hardship, emotional distress and humiliation.

3. Punitive Damages for prevention of defendant committing similar misdeeds in the future.

4. For such other and further relief as this court deems just and equitable.

I, declare under penalty of perjury under the law of the State of ALABAMA that the foregoing is true and correct to the best of my knowledge.

Aug 15
Date: ~~July 20~~, 2023



BRIONA HUBBARD

806 Shelton St

Birmingham, Al 35215

Hubbard864@gmail.com

Plaintiff, In Proper Person

(205) 440-7732

STATEMENT OF CLAIM

United States District Court Northern Division

TITLE OF PROCEEDINGS-

PLAINTIFF -BRIONA HUBBARD

Vs

DEFENDANT- TRUSSVILLE GAS AND WATER COMPANY

FILING DETAILS

Filed for BRIONA HUBBARD

(205)440-7732

TYPE OF CLAIM

CONSTITUTIONAL VIOLATION CLAIM

Relief Claim

Permanent injunction USC 15 1116

Equitable Subrogation USC 33 2715

Plaintiff is entitled equitable subrogation because plaintiff paid debt that is in fact due to the United States in fact as stated in 18 US CODE 8

Plaintiff is entitled to Permanent injunction because defendant is causing irreparable harm, emotional distress, and is in violation of plaintiffs 5th amendment rights by depriving her rights to property.

Plaintiff is entitled to permanent injunction to prevent defendant from causing intentional harm and putting plaintiffs household health in risk by not having gas and hot water which may cause health issues and severe depression.

Plaintiff is entitled to permanent injunction due to defendants intentional harm as defendant was advised on several occasions through certified mail, emails, and home surveillance system of company's violations of plaintiffs rights which will be provided at trial.